

L E A S E

ARTICLE 1

Reference Data

1.1 Subject Referred To.

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.1.

Date of this Lease: August 1, 2002

Building(s): The buildings shown on the plan attached as Exhibit A as Building 6, Building 7, Building 8, Building 9, Building 10(a), Building 10(b), Building 11 and Building 12 located at 46 Blackstone Street, Cambridge, Massachusetts (hereinafter collectively referred to as the "Building"), on the parcel of land shown on a plan by Gunther Engineering, Inc. dated August 1, 2002, to be recorded in Middlesex South District Registry of Deeds, which parcel of land is shown as Exhibit A-1 (the Building and such parcel of land hereinafter being collectively referred to as the "Property").

Premises: Those areas of Building 6, Building 7, Building 8, Building 9, Building 10(a), Building 10(b), Building 11 and Building 12, the areas of which are set forth on Exhibit B.

Landlord: Cambridge Electric Light Company

*Original Notice
Address of Landlord:* Douglas S. Horan, Esquire
Senior Vice President and General Counsel
Boston Edison Company
800 Boylston Street, 17th Floor
Boston, MA 02199

Tenant: President and Fellows of Harvard College

*Original Notice
Address of Tenant:* Thomas E. Vautin
Associate Vice President for Facilities and
Environmental Services
Harvard University
Holyoke Center, Room 761

1350 Massachusetts Avenue
Cambridge, MA 02138

Term: Approximately 1 year

Commencement Date: August 1, 2002

Expiration Date: Upon the earlier of the purchase of Property by Tenant, or the termination of the Purchase and Sale Agreement (as defined below), but in no event shall the Expiration Date be later than June 30, 2003, all as more particularly set forth in Section 2.2 below.

Base Rent: \$66,223.66 per month

Permitted Uses: Office use, warehouse and storage use, vehicle and equipment storage and repair service, personnel and institutional uses desired by Tenant, and any other uses allowed by law or Landlord's previous uses of the Premises.

Public Liability Insurance Limits:

Commercial General Liability: \$1,000,000 per occurrence.
\$5,000,000 general aggregate.

Broker: None

1.2 *Exhibits.*

The Exhibit listed below in this section is incorporated in this Lease by reference and is to be construed as a part of this Lease.

EXHIBIT A	Plan showing the Building and Property
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ARTICLE 2
Premises and Term

- 2.1 *Premises.* Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises, excluding the roof, exterior faces of exterior walls, the common stairways, stairwells, elevators and elevator shafts, and pipes, ducts, conduits, wires, and appurtenant fixtures serving the Premises exclusively or in common with other parts of the Building.

In addition to the foregoing, Tenant shall have, as appurtenant to the Premises, rights to use in common with Landlord (to the extent such facilities now exist): (a) the common lobbies, hallways, stairways, loading dock, and elevators of the Building, (b) common walkways and driveways necessary for access to the Building, (c) the parking areas serving the Building, including the use of the courtyard, provided in each instance that the use of said areas by Tenant shall not unreasonably interfere with the continued operation by Landlord of the existing steam and electric generation and distribution facilities located on the Property.

- 2.2 *Term.* TO HAVE AND TO HOLD for a term beginning on the Commencement Date, and ending on the Expiration Date, or unless sooner terminated as provided elsewhere in this Lease (the "Term"). The Expiration Date shall be the earlier of (i) the date upon which the deed to the Property is transferred to the Tenant and the closing contemplated per that certain Purchase and Sale Agreement between Tenant and Landlord, executed simultaneously herewith (the "Purchase and Sale Agreement"), occurs or (ii) the Purchase and Sale Agreement is terminated per the terms and conditions contained therein; provided, however, in no event shall the Term be later than June 30, 2003.

ARTICLE 3
Condition of Premises

- 3.1 *As-Is Condition.* The Premises are leased to Tenant in "AS-IS" condition without any warranties or representations by Landlord as to the condition or suitability of the Premises and without any obligation on the part of Landlord to construct or prepare the Premises for Tenant's use and occupancy.

ARTICLE 4
Rent

- 4.1 *The Fixed Rent.* Beginning on the Commencement Date, Tenant covenants and agrees to pay rent (the "Fixed Rent") to Landlord at the Original Address of Landlord or at such other place or to such other person or entity as Landlord may by notice in writing to Tenant from time to time direct, in the amount of the Base Rent, in advance, on the first day of each calendar month included in the term; and for any portion of a calendar month

following the Commencement Date or at the end of the term, at that rate payable in advance for such portion.

4.2 *Additional Rent.* Tenant covenants and agrees to pay, as Additional Rent, insurance costs, and personal property taxes with respect to the Premises as provided in this Section 4.2 as follows:

4.2.1 *Personal Property Taxes.* Tenant shall pay all taxes charged, assessed or imposed upon the personal property of Tenant in or upon the Premises, if required by law to pay same.

4.2.2 *Insurance.* Tenant shall, at its expense, as Additional Rent, take out and maintain throughout the term the following insurance protecting Landlord:

4.2.2.1 Commercial general liability insurance naming Landlord, Tenant, and Landlord's managing agent and any mortgagee of which Tenant has been given notice as insureds or additional insureds and indemnifying the parties so named against all claims and demands for death or any injury to person or damage to property that may be claimed to have occurred on the Premises, (to the extent caused by the negligence of Tenant), in amounts which shall, at the beginning of the term, be at least equal to the limits set forth in Section 1.1, and, which, from time to time during the term, shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located on property similar to the Premises and used for similar purposes; and workmen's compensation insurance with statutory limits covering all of Tenant's employees working on the Premises. So long as Tenant is President and Fellows of Harvard College, Tenant may self insure for all or any portion of the insurance required under this Lease. So long as Tenant is President and Fellows of Harvard College, Tenant may use Controlled Risk Insurance Company of Vermont, Inc. ("CRICO") as its insurer for all or any portion of the insurance to be provided by Tenant.

4.2.2.2 Fire insurance with the usual extended coverage endorsements covering all Tenant's furniture, furnishings, fixtures and equipment.

4.2.2.3 Tenant agrees to furnish Landlord with certificates evidencing all such insurance or self-insurance prior to the beginning of the term hereof and evidencing renewal thereof at least thirty days prior to the expiration of any such policy. Each such policy shall be non-cancelable with respect to the interest of Landlord without at least thirty days' prior written notice thereto. In the event provision for any such insurance is to be by a blanket insurance policy, the policy shall allocate a specific and sufficient amount of coverage to the Premises.

4.2.2.4 All insurance that is carried by either party with respect to the Property, Building, Premises or to furniture, furnishings, fixtures, or equipment therein

or alterations or improvements thereto, whether or not required, shall include provisions that either designate the other party as one of the insureds or deny to the insurer acquisition by subrogation of rights of recovery against the other party to the extent such rights have been waived by the insured party prior to occurrence of loss or injury, insofar as, and to the extent that, such provisions may be effective without making it impossible to obtain insurance coverage from companies qualified to do business in the Commonwealth of Massachusetts (even though extra premium may result therefrom). In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the request of one party, this non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this subsection shall derogate from or otherwise affect releases elsewhere herein contained of either party for claims. Each party shall be entitled to have certificates of any policies containing such provisions. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

4.2.2.5 So long as Tenant is President and Fellows of Harvard College, Tenant may self-insure for all or any portion of the insurance required to be carried by Tenant under this Lease. So long as Tenant is President and Fellows of Harvard College, Tenant may use CRICO as its insurer for all or any portion of the insurance to be provided by Tenant.

ARTICLE 5

Landlord's Covenants

5.1 *Affirmative Covenants.* Landlord covenants with Tenant:

- 5.1.1 *HVAC.* To furnish and pay for heating, air conditioning and ventilation ("HVAC") to the Premises, to the extent such facilities now exist and are in operation.
- 5.1.2 *Electricity.* To furnish and pay for electricity to the Premises, to the extent such electric service now exists and is in use.
- 5.1.3 *Water and Sewer.* To furnish and pay for water and sewer services for ordinary cleaning, drinking, lavatory and toilet facilities, to the extent such facilities now exist and are in operation.
- 5.1.4 *Fire Alarms and Security.* To maintain fire alarm systems within the Building if there are any and to provide security for the Property, to the extent such service is now provided. In the event that such security is not now provided, Harvard shall have the right to procure security for the Property for such times and in such manner

as Harvard may require and Harvard will pay for any out-of-pocket costs associated therewith while this Lease is in effect.

- 5.1.5 Repairs. Landlord shall have no obligation to make any repairs and replacements to the roof, exterior walls, floor slabs and other structural components of the Building, and to the common areas, facilities and plumbing, electrical, heating, air conditioning and ventilating systems of the Building, specifically under the terms of, or by virtue of this Lease. Tenant may at any time request that Landlord perform items of repair or maintenance at Tenant's sole cost and expense, and Landlord will use commercially reasonable efforts to accommodate such request.
- 5.1.6 Insurance. To maintain or cause to be maintained during the Term policies of insurance against loss or damage from fire or other casualty in an amount equal to the coverage existing at the Commencement Date, which coverage is further described in the Purchase and Sale Agreement.
- 5.1.7 Access to Premises. Landlord shall provide Tenant with access to the Premises 24 hours per day, 7 days per week.
- 5.2 Interruption. Landlord shall have no responsibility or liability for failure or interruption of any of the above-described services, repairs or replacements caused by breakage, accident, strikes, repairs, inability to obtain supplies, labor or materials, or for any other causes beyond the control of the Landlord, and in no event for any direct, indirect or consequential damages to Tenant.
- 5.3 Hazardous Materials. Landlord (i) hereby releases Tenant, its subsidiaries and affiliates, and (ii) shall indemnify and save harmless Tenant, its subsidiaries and affiliates, from and against all claims, including diminution of value claims, loss to persons or property, damage, demands, lawsuits, liabilities, costs, charges or penalties (the "Claim(s)") incurred by, or asserted against Tenant to the extent the Claim(s) is asserted by reason of Tenant's status as tenant under this Lease and arises from or relates to a release, or threat of release, at, on or under the Premises or Landlord's property abutting the Premises (whether now existing or hereafter arising), including, without limitation, liability under any federal state or local laws, requirements and regulations; provided, however, this release and indemnity shall not apply to the extent the Claim(s) arises out of Tenant's or Tenant's agents, employees and contractors use, disposal or release of hazardous wastes, hazardous materials, or oil at, on or under the Premises, or Landlord's property abutting the Premises. This provision shall survive the expiration of the Term. This provision is specific and limited to this Lease, and the circumstances described herein, and nothing herein shall be deemed to affect, modify, amend, supersede or vary any term or provision of any prior, contemporaneous or subsequent agreement between the parties.
- 5.4 Indemnification. Landlord shall indemnify and save Tenant harmless from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority on account of injury, death, damage or loss to person or property arising out of the use or occupancy of the property abutting the Premises by

Landlord or by any person claiming by, through or under Landlord (including, without limitation, all agents, contractors and employees of Landlord), or arising out of any delivery to or service supplied to the property abutting the Premises on account of Landlord, except to the extent the same was caused by the negligence, fault or willful misconduct of Tenant, its agents, contractors or employees. In respect of all of the foregoing, Landlord shall indemnify Tenant from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, action or proceeding brought thereon; and, in case of any action or proceeding brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant and at Landlord's expense, shall resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Tenant.

ARTICLE 6

Tenant's Additional Covenants

- 6.1 *Affirmative Covenants.* Tenant covenants at all times during the term and for such further time (prior or subsequent thereto) as Tenant occupies the Premises or any part thereof:
- 6.1.1 *Perform Obligations.* To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Base Rent and Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.
- 6.1.2 *Use.* To use the Premises for the Permitted Uses, and from time to time to procure all licenses and permits necessary therefor, at Tenant's sole expense. With respect to any licenses or permits for which Tenant may apply, pursuant to this subsection 6.1.2 or any other provision hereof, Tenant shall furnish Landlord with copies of applications therefor on or before their submission to the governmental authority, and upon request of Tenant, Landlord shall cooperate with Tenant, at no out of pocket costs to Landlord, including, but not limited to, countersigning any such application as may be required in connection with the procurement of such licenses and permits.
- 6.1.3 *Repair and Maintenance.* To maintain the Premises in clean and neat order and condition, to perform all cleaning for the Premises, and to perform all routine and ordinary repairs to the Premises and to any plumbing, heating, electrical, and ventilating systems located within the Premises, as such are necessary to keep them in the same order, appearance and condition, as existed on the date of delivery of the Premises to Tenant by Landlord, reasonable use and wear thereof and damage by fire or by unavoidable casualty only excepted; to keep all glass in windows and doors of the Premises whole and in good condition with glass of the same quality as that injured or broken; and to make as and when needed as a result of misuse by, or neglect or improper conduct of Tenant or Tenant's contractors, employees, agents, invitees or licensees or otherwise, all repairs necessary, which repairs and replacements shall be in quality and class equal to the original work.

- 6.1.4 Compliance with Law. As between Landlord and Tenant, Tenant shall have the obligation to make any repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Premises equipped with all safety appliances so required; and to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Premises, except that Tenant may defer compliance so long as the validity of any such law, ordinance, order or regulations shall be contested by Tenant in good faith and by appropriate legal proceedings.
- 6.1.5 Indemnification. To save Landlord harmless, and to exonerate and indemnify Landlord from and against any and all claims, liabilities or penalties asserted by or on behalf of any person (including, without limitation, any employee, invitee, agent, contractor or subcontractor of Tenant, or employee of any of the foregoing), firm, corporation or public authority on account of injury, death, damage or loss to person or property in or upon the Premises arising out of the presence at or in, or use or occupancy of the Premises, or actions pursuant to any permit or license held in the name of Landlord, by Tenant or by any person claiming by, through or under Tenant (including, without limitation, all agents, contractors and employees of Tenant), or arising out of any delivery to or service supplied to the Premises on account of Tenant, except if the same was caused by the negligence, fault or willful misconduct of Landlord, its agents, contractors or employees. In respect of all of the foregoing, Tenant shall indemnify Landlord from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, action or proceeding brought thereon; and, in case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord and at Tenant's expense, shall resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord.
- 6.1.6 Landlord's Right to Enter. To permit Landlord and its agents to enter into and examine the Premises at reasonable times upon advance written notice to Tenant.
- 6.1.7 Personal Property at Tenant's Risk. All of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises, shall be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant or to any other person, for any injury, loss, damage or liability to the extent prohibited by law or caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees.

- 6.1.8 Yield Up. At the expiration of the term or earlier termination of this Lease: to surrender all keys to the Premises; to remove all of its trade fixtures and personal property in the Premises; and all Tenant's signs wherever located; to repair all damage caused by such removal and to yield up the Premises (including all installations and improvements made by Tenant), broom-clean and in the same good order and repair in which Landlord delivered the Premises to Tenant. Improvements, updates, repairs and renovations made to the Premises by Tenant, shall not be removed. Any property not so removed shall be deemed abandoned and, if Landlord so elects, deemed to be Landlord's property, and may be retained or removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises necessary as a result of said removal.

If Tenant remains in the Premises beyond the expiration or earlier termination of this Lease, such holding over shall be without right and shall not be deemed to create any tenancy, but the Tenant shall be a tenant at sufferance only at a daily rate of rent equal to one and one-half (1.5) times the Fixed Rent, Additional Rent, and other charges in effect under this Lease as of the day prior to the date of expiration of this Lease.

- 6.2 Negative Covenants. Tenant covenants at all times during the term and such further time (prior or subsequent thereto) as Tenant occupies the Premises or any part thereof:

- 6.2.1 Assignment and Subletting. Not to assign, transfer, mortgage or pledge this Lease or to sublease (which term shall be deemed to include the granting of concessions and licenses and the like) all or any part of the Premises or suffer or permit this Lease or the leasehold estate hereby created or any other rights arising under this Lease to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily or by operation of law, or permit the occupancy of the Premises by anyone other than Tenant without the prior written consent of Landlord which consent Landlord may withhold in its sole discretion.

Notwithstanding the provisions of the foregoing paragraph, Tenant may assign this Lease, or sublease all or any part of the Premises, to any party (an "Affiliate") which (i) wholly owns or controls Tenant, (ii) is wholly owned or controlled by Tenant, (iii) is under common ownership or control with Tenant, or (iv) into which or with which Tenant or any of the foregoing parties is merged, consolidated, or reorganized, or to which all or substantially all of Tenant's assets or any such other parties' assets are sold, in each case without Landlord's prior consent.

- 6.2.2 Nuisance. Not to injure, deface or otherwise harm the Premises; nor commit any nuisance; nor permit in the Premises any inflammable fluids or chemicals (except such as are customarily used in connection with the Permitted Uses); nor permit any cooking to such extent as requires special exhaust venting; nor permit the emission of any objectionable noise or odor; nor make, allow or suffer any waste; nor make

any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate any of Landlord's insurance; nor conduct any auction, fire, "going out of business" or bankruptcy sales.

- 6.2.3 *Hazardous Wastes and Materials.* Not to use, dispose of, or release any hazardous wastes, hazardous materials or oil on the Premises or the abutting property of Landlord, or into any of the plumbing, sewage, or drainage systems thereon, and to indemnify and save Landlord harmless from all claims, including diminution of value claims, loss to persons or property, damage, demands, lawsuits, liabilities, costs, charges or penalties arising on account of Tenant's use, disposal or release of hazardous wastes, hazardous materials or oil, in the Premises or on the abutting property of Landlord, including, without limitation, liability under any federal, state, or local laws, requirements and regulations. Tenant shall comply with all governmental reporting requirements with respect to hazardous wastes, hazardous materials and oil related to Tenant's use of the Premises under this Lease, and shall deliver to Landlord copies of all reports filed with governmental authorities concerning same.
- 6.2.4 *Installation, Alterations or Additions.* Not to make any installations, alterations or additions in, to or on the Premises without on each occasion obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay promptly when due the entire cost of any work to the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials. Tenant shall procure all necessary licenses and permits at Tenant's sole expense before undertaking such work provided that Landlord shall cooperate with Tenant, at no out of pocket costs to Landlord, in the procurement of such licenses and permits in accordance with the provisions of Section 6.1.2 of this Lease. All such work shall be done in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health and other codes, regulations, ordinances and laws. Tenant shall save Landlord harmless and indemnified from all injury, loss, claims or damage to any person (including any contractor or subcontractor and their respective employees) or property occasioned by or growing out of such work.
- 6.2.5 *Abandonment.* Not to abandon the Premises during the term; provided, however, if governmental regulations preclude Tenant's use of the Premises, Tenant may terminate this Lease at any time upon at least thirty (30) days prior written notice to Landlord, without penalty, yield up the Premises in accordance with Section 6.1.8, and thereafter no rent (Fixed Rent, Additional Rent, or other charges) thereafter accruing shall be due from Tenant.

ARTICLE 7

Casualty or Taking

- 7.1 Termination. In the event that the Premises or the Building, or any material part thereof, shall be taken by any public authority or for any public use, or shall be destroyed or damaged by fire or casualty, or by the action of any public authority, then this Lease may be terminated at the election of Landlord or Tenant. Such election, which may be made notwithstanding the fact that Landlord's entire interest may have been divested, shall be made by the giving of notice by either party to the other party within sixty (60) days after the date of the taking or casualty.
- 7.2 Restoration. If either Landlord or Tenant does not elect to so terminate, this Lease shall continue in force and a just proportion of the Fixed Rent and Additional Rent reserved, according to the nature and extent of the damages sustained by the Premises, shall be suspended or abated.
- 7.3 Award. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases; provided, however, that nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law and if such reimbursement will not otherwise reduce Landlord's award) only for moving expenses, or removal of trade fixtures or equipment, or loss of business goodwill. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments thereof as Landlord may from time to time request.

ARTICLE 8

Defaults

- 8.1 Events of Default. (a) If Tenant shall default in the performance of any of its obligations to pay the Fixed Rent or Additional Rent hereunder and if such default shall continue for thirty (30) days after written notice from Landlord designating such default or if within thirty (30) days after written notice from Landlord to Tenant specifying any other default or defaults Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (b) if any assignment shall be made by Tenant or any guarantor of Tenant for the benefit of creditors, or (c) if Tenant's leasehold interest shall be taken on execution, or (d) if a lien or other involuntary encumbrance is filed against Tenant's leasehold interest or Tenant's other property, including said leasehold interest, and is not discharged within ten (10) days thereafter, or (e) if a petition is filed by Tenant for liquidation, or for reorganization or an arrangement under any provision of any bankruptcy law or code as then in force and effect, or (f) if an involuntary petition under any of the provisions of any bankruptcy law or code is filed against Tenant and such involuntary petition is not dismissed within thirty (30) days thereafter, then, and in any of such cases, Landlord and the agents and servants of Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter without demand or notice and with or without process of law enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and

remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenants, and upon such entry or mailing as aforesaid this Lease shall terminate, Tenant hereby waiving all statutory rights to the Premises (including without limitation rights of redemption, if any, to the extent such rights may be lawfully waived) and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant, at the expense and risk of Tenant, and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

- 8.2 Remedies. In the event that this Lease is terminated under any of the provisions contained in Section 8.1 or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the term over the rental value of the Premises for said residue of the term. In calculating the rent reserved there shall be included, in addition to the Fixed Rent and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant for said residue. In calculating the amounts to be paid by Tenant hereunder, Tenant shall be credited with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the term and may grant such concessions and free rent as Landlord in its sole judgment considers advisable or necessary to relet the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its sole judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.
- 8.3 Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.
- 8.4 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, cure, at any time, without notice, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid, as Additional Rent, by Tenant to Landlord on demand, together with lawful interest thereon from the date of payment by Landlord to the date of payment by Tenant.
- 8.5 Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission by or of Tenant which otherwise would be a breach of any covenant or condition herein,

shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

- 8.6 No Waiver, etc. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Fixed Rent, Additional Rent, or other charge with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach by Landlord. No consent or waiver, express or implied, by Landlord to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.
- 8.7 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Fixed Rent, Additional Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

ARTICLE 9

Miscellaneous Provisions

- 9.1 Notices. Any notices to be given hereunder shall be sufficient if signed by the Party (or party's attorney) giving same and either (a) delivered in person, or (b) mailed certified mail return receipt requested, or (c) faxed to other party if the sender has evidence of successful transmission and if the sender promptly sends the original by ordinary mail, or (d) the next business day following delivery to an overnight delivery services such as Federal Express or DHL, freight charges prepaid, in any event to the following addresses:

If to Landlord, to:

Douglas S. Horan, Esquire
Senior Vice President, Secretary and General Counsel
Cambridge Electric Light Company
800 Boylston Street, 17th Floor
Boston, MA 02199

With a copy to:

Neven Rabadjija, Esquire
Associate General Counsel
NSTAR Electric & Gas Corporation

800 Boylston Street, 17th Floor
Boston, MA 02199

If to Harvard, to:

Thomas E. Vautin
Associate Vice President for Facilities and Environmental Services
Harvard University
Holyoke Center, Room 761
1350 Massachusetts Avenue
Cambridge, MA 02138

With a copy to Harvard's legal counsel:

Office of the General Counsel
Harvard University
Holyoke Center, Suite 980
1350 Massachusetts Avenue
Cambridge, MA 03038-3834
Attention: Robert E. McGaw, University Attorney
Fax No: (617) 495-5079

By such notice, either party or such party's attorney may specify a new address, which thereafter shall be used for subsequent notices. Any mailed notice by certified or registered mail shall be deemed mailed on the date of postmark of the mailing of the same.

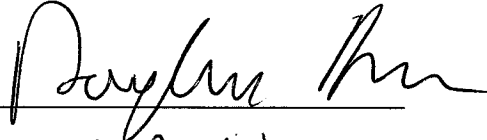
- 9.2 Quiet Enjoyment. Landlord agrees that upon Tenant's paying the Fixed Rent and Additional Rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the term hereof without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.
- 9.3 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of thirty days or such additional time as is reasonably required to correct any such default after written notice has been given by Tenant to Landlord specifying the nature of Landlord's alleged default.
- 9.4 Brokerage. Each party warrants and represents to the other that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims, against one party predicated upon prior dealings with the other party, each party agrees to defend the same and indemnify and hold the other party harmless against any such claim.

- 9.5 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one tenant, the obligations imposed by this Lease upon Tenant shall be joint and several.
- 9.6 Survival of Provisions. Landlord and Tenant further acknowledge that the rights and obligations of the parties under this Lease shall be independent of the rights and obligations of the parties under any other documents . If Tenant does not purchase the Property, the provisions of Section 5.3 of this Lease shall survive the termination of this Lease, otherwise, the Landlord's and Tenant's obligations regarding environmental liability will be governed by the relevant provisions of agreements between the parties regarding the purchase. In all events, the provisions of Sections 6.1.5, 6.2.3 and 6.2.4 shall survive the expiration or earlier termination of this Lease.
- 9.7 Names and Logos. Neither Tenant nor Landlord shall, unless the other party first gives its prior written consent, use or refer to the other party (or its emblems or logos, or those of the affiliates or constituents of the other party), in or on any sign, advertisement (including any newspaper, television, or radio advertisement), commercial announcement, circular, flier, or other publication.

WITNESS the execution hereof under seal on the day and year first above written:

LANDLORD:

CAMBRIDGE ELECTRIC LIGHT
COMPANY

By: 

Its: Sec. Vice President

TENANT:

PRESIDENT AND FELLOWS OF
HARVARD COLLEGE

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

WITNESS the execution hereof under seal on the day and year first above written:

LANDLORD:

CAMBRIDGE ELECTRIC LIGHT
COMPANY

By: _____

Its: _____

TENANT:

PRESIDENT AND FELLOWS OF
HARVARD COLLEGE

By: Sedley Gekker

Its: Vice President for Administration

By: Kenneth Sprague

Its: Authorized Signatory

By: [Signature]

Its: Assoc. Vice President - Facilities/Environmental
Services

WESTERN AVENUE

MEMORIAL DRIVE

ALBRO STREET

SPALDING & SLYE COLLIERIES

Boyes-Watson & Winny
Architects
1770 Broadway
New York, N.Y. 10019
Tel. 692-0111
Fax. 692-0112

COM ENERGY
SECOND FLOOR EXISTIN SQ. FT.

12710

1" = 20'

12/15/99

A-4

LOT AREA
112,442 SQ/FT

10B
4800 SQ. FT.

10A
4560 SQ. FT.

7,170 SQ. FT.

14

1

22

3

4

5

8

9

280 SQ. FT.

12
8,965 SQ. FT.

11

6,360 SQ. FT.

BLACKSTONE STREET

SECOND FLOOR EXISTIN SQ. FT.

15 10 17
SWITCH HOUSE

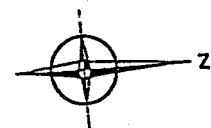
- 1 TURBOGENERATOR ROOM
- 2 BOILER ROOM
- 3 BOILER ROOM
- 4 OIL PUMP ROOM
- 5 OFFICE AND SERVICE BUILDING
- 6 STOCKROOM
- 7 STOCK ROOM
- 8 STOCK ROOM
- 9 STOCK ROOM
- 10 STOCK ROOM
- 11 AUTO STORAGE
- 12 GARAGE
- 13 BRIDGE
- 14 MAINTENANCE BUILDING

LOT AREA
44,368 SQ/FT

18
10500 SQ. FT.

15
4144 SQ. FT.

17
2822 SQ. FT.



PUTNAM AVENUE

EXHIBIT A

EXHIBIT A

AUG 1 2002

PARCEL I:

GUNTHER ENGINEERING, INC.

A certain parcel of land, with all of the buildings and improvements thereon, situated on the southerly side of Western Avenue, the westerly side of Blackstone Street and the easterly side of Memorial Drive in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, and being shown on a plan entitled: "46 Blackstone Street, Plan Land in Cambridge, Massachusetts, Middlesex County", dated August 1, 2002, drawn by Gunther Engineering, Inc., to be recorded herewith, and being further described, according to said Plan, as follows:

Beginning at a point on the southerly side of said Western Avenue, said point being at the northwesterly corner of the parcel herein described and in the southerly sideline of said Western Avenue, thence running

SOUTH 85°-07'-00" EAST by said Western Avenue, by three lines totaling Two Hundred Eighty-Three and 59/100 (283.59) Feet to a point on the westerly sideline of said Blackstone Street; thence turning and running

SOUTH 05°-00'-00" WEST by said Blackstone Street, a distance of Three Hundred Sixty and 20/100 (360.20) Feet to a point on the boundary line with land now or formerly of the Trustees of Rivertech Realty Trust; thence turning and running

NORTH 84°-54'-37" WEST by said land now or formerly of the Trustees of Rivertech Realty Trust, a distance of Three Hundred Thirty-Two and 31/100 (332.31) Feet to a point on the easterly sideline of said Memorial Drive; thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 16281.19 feet a distance of Forty and 19/100 (40.19) Feet to a point in the northerly sideline of Albro Street; thence turning and running

SOUTH 84°-54'-37" EAST by said Albro Street, a distance of Seven and 14/100 (7.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

NORTH 05°-05'-23" EAST by said Memorial Drive, a distance of Fifty and 00/100 (50.00) Feet to a point at the parcel herein described; thence turning and running

NORTH 84°-54'-37" WEST by a portion of the parcel herein described, a distance of Two and 14/100 (2.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 16281.19 feet a distance of One Hundred Seven and 14/100 (107.14) Feet to a point on said easterly sideline of Memorial Drive; thence turning and running

EXHIBIT A
(continued)

along said Memorial Drive, on a curve to the right having a radius of 7000.00 feet a distance of One Hundred Fifty-Four and 99/100 (154.99) Feet to a point in said easterly sideline of Memorial Drive; and thence turning and running

along said Memorial Drive, on a curve to the right having a radius of 10.00 feet a distance of Fourteen and 38/100 (14.38) Feet to the point of beginning.

Containing, according to said Plan, 2.581 acres, more or less.

There is included within the above described parcel of land the following described parcel of registered land:

That certain parcel of Land situate in Cambridge in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Easterly by the westerly line of Blackstone Street, twenty (20) feet;
Southerly by land now or formerly of the Houghton Mifflin Company three hundred thirty-two and 26/100 (332.26) feet;
Westerly by the easterly line of Charles River Road forty and 19/100 (40.19) feet;
Northerly by land now or formerly of Cambridge Electric Light Company one hundred eighty-eight and 33/100 (188.33) feet;
Easterly twenty (20) feet; and
Northerly one hundred forty (140) feet by land now or formerly of Standard Diary Company.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 9349A, which will be filed with the original certificate of title issued on this decree, the same being compiled from a plan drawn by W. A. Mason & Son Co., Surveyors, dated May, 1922, and additional data on file in the Land Registration Office, all as modified and approved by the Court.

EXHIBIT B

Blackstone/Harvard Lease SF calculations

Building #	Floor	Total Square-foot	NSTAR occupied areas	Net SF to Harvard
6	basement	6,500		6,500
6	1st floor	6,500	2,000 for NSTAR (office)	4,500
6	2nd floor	6,500	2,000 for NSTAR (office)	4,500
6	3rd floor	2,000		2,000
7	basement	1,700		1,700
7	1st floor	1,700		1,700
7	2nd floor	1,700	1,700 for NSTAR (office)	0
8	1st floor	375		375
9	1st floor	2,480		2,480
10a	basement	4,550		4,550
10a	1st floor	4,550		4,550
10a	2nd floor	4,550		4,550
10b	basement	4,800		4,800
10b	1st floor	4,800		4,800
10b	2nd floor	4,800		4,800
10b	3rd floor	4,800		4,800
10b	4th floor	4,800		4,800
11	1st floor	1,874		1,874
12	1st floor	8,965	8,965 for NSTAR (garage), need entire floor	0
12	2nd floor	8,965		8,965
		86,909		72,244